

1 SIDNEY J. COHEN, ESQ., State Bar No. 39023  
2 SIDNEY J. COHEN PROFESSIONAL CORPORATION  
3 427 Grand Avenue  
Oakland, CA 94610  
Telephone: (510) 893-6682

4 Attorneys for Plaintiff  
CAROLYN MARTIN

5 UNITED STATES DISTRICT COURT  
6 NORTHERN DISTRICT OF CALIFORNIA

7 CAROLYN MARTIN

CASE NO. C 10-04349 BZ  
Civil Rights

8 Plaintiff,

9 V.

10 BOUCHON, LLC; BOUCHON, LP;  
11 YOUNTVILLE FOOD  
EMPORIUM, LLC; SHAMUS &  
12 PEABODY, LLC; F & F ALIOTO  
PARTNERSHIP; and DOES 1-25,  
13 Inclusive,

**STIPULATION AND ORDER  
FOR DISMISSAL**

FRCP section 41

14 Defendants.  
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1 Plaintiff CAROLYN MARTIN and Defendants YOUNTVILLE FOOD  
2 EMPORIUM, LLC, SHAMUS & PEABODY, LLC, and F & F ALIOTO  
3 PARTNERSHIP, by and through their attorneys of record, file this Stipulation  
4 And Order For Dismissal pursuant to Federal Rule of Civil Procedure section 41.

5 Plaintiff filed this lawsuit on September 27, 2010.

6 Plaintiff and Defendants have entered into a "Settlement Agreement And  
7 Release Of Claims" which settles all aspects of the lawsuit. A copy of the  
8 Settlement Agreement is incorporated by reference herein as if set forth in full.  
9 The Settlement Agreement states in part that "The Court shall retain jurisdiction  
10 to enforce this Settlement Agreement, and this Agreement shall be incorporated  
11 by reference in the Stipulation and Order to Dismiss as if set forth in full."  
12 Plaintiff and Defendants stipulate to the court retaining jurisdiction to enforce  
13 the "Settlement Agreement And Release Of Claims."

14 Plaintiff moves to dismiss with prejudice the lawsuit against Defendants.  
15 Defendants, who have answered the complaint, agree to the dismissal.

16 This case is not a class action, and no receiver has been appointed.

17 This Stipulation and Order may be signed in counterparts, and facsimile or  
18 electronically transmitted signatures shall be as valid and as binding as original  
19 signatures.

20 Wherefore, Plaintiff and Defendants, by and through their attorneys of  
21 record, so stipulate.

22 Date: 6/6/11

SIDNEY J. COHEN  
PROFESSIONAL CORPORATION

23 /s/ Sidney J. Cohen

24 By \_\_\_\_\_  
25 Sidney J. Cohen, Attorney for  
Plaintiff

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1 Date: 6/6/11

LITTLER MENDELSON  
/s/ Michael Leggierit

2 By \_\_\_\_\_  
3 Michael Leggieri, Attorney for  
4 Yountville Food Emporium, LLC  
and Shamus & Peabody, LLC  
Defendants

5 Date: 6/6/11

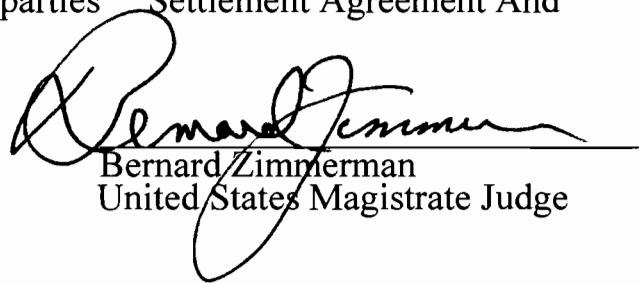
DICKENSON, PEATMAN &  
FOGARTY  
/s/ Kevin D. DeBord

6  
7 By \_\_\_\_\_  
8 Kevin D. DeBord,  
9 Attorney for Defendant F &F Alioto  
Partnership

10 PURSUANT TO STIPULATION OF THE PARTIES, IT IS SO ORDERED:

11 The lawsuit against Defendants is dismissed with prejudice. The Court  
12 shall retain jurisdiction to enforce the parties' "Settlement Agreement And  
13 Release Of Claims."

14 Date: 9 June 2011



15 Bernard Zimmerman  
16 United States Magistrate Judge

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